

Countersigned - Kim Portman

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.
20006-2973
(202) 393-2266
FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

18827-F
DEC 27 1994

December 28, 1994

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) executed copies of a Supplement No. 4 to Assignment and Security Agreement (Chattel Mortgage), dated as of December 27, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement dated as of May 31, 1994 duly filed June 1, 1994 under Recordation Number 18827.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045

Secured Party: Fleet Bank
56 East 42nd Street
New York, New York 10017

A description of the railroad equipment covered by the enclosed document is attached to the Supplement No. 4 as Schedule I.

Mr. Vernon A. Williams
December 28, 1994
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'R. Alvord', written in dark ink.

Robert W. Alvord

RWA/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

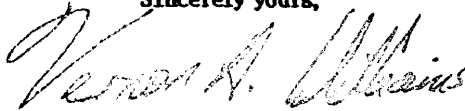
12/29/94

Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/29/94 at 2:00PM, and assigned recordation number(s). 18827-F, 17892-B and 17892-C.

Sincerely yours,

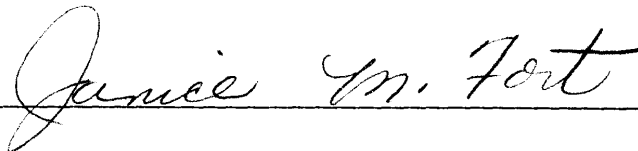


Vernon A. Williams
Secretary

Enclosure(s)

\$ 63.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



18827F
DEC 2 9 1994

**SUPPLEMENT NO. 4
TO ASSIGNMENT AND SECURITY AGREEMENT
(CHattel MORTGAGE)**

SUPPLEMENT No. 4 to the ASSIGNMENT AND SECURITY AGREEMENT (CHattel MORTGAGE) (the "Security Agreement") dated as of May 31, 1994, by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and FLEET BANK, a New York banking corporation (the "Secured Party").

1. This Supplement is executed and delivered pursuant to the Security Agreement in order to more particularly identify certain of the Collateral which the Debtor has assigned and granted, or does hereby assign and grant, a security interest in and to the Secured Party, and to confirm the assignment under, and security interest created by, the Security Agreement with respect to such Collateral. Any term defined in the Security Agreement (or in the Credit Agreement referred to therein) and used herein shall have the meaning as defined therein.

2. The Debtor has transferred, conveyed, warranted, mortgaged, delivered, pledged, assigned and granted to the Secured Party, its successors and assigns, and does hereby transfer, convey, warrant, mortgage, deliver, pledge, assign and grant to the Secured Party a security interest in, in each case pursuant to the Security Agreement and as collateral security for payment and performance of the Obligations, all and singular of the Debtor's rights, title and interest in and to the following Collateral described in paragraphs 2(a) and 2(b) hereof and all Proceeds thereof:

(a) Certain railroad tank cars and covered hopper cars described on Schedule I hereto and made a part hereof (individually, an Item of Equipment, and collectively constituting Equipment, for purposes of the Security Agreement), together with all accessories, equipment, parts and appurtenances appertaining or attached to any such Equipment, whether now owned or at any time hereafter acquired by the Debtor, and all substitutions, replacements of, and additions, improvements and accumulations to, any and all of said Equipment, together with all rents, issues, income, profits and avails therefrom and any and all Mileage Credits relating thereto and any and all Proceeds thereof.

(b) All right, title and interest of the Debtor in and to each and every lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Equipment described in paragraph 2(a) hereof, including, without limitation, the leases specified on Schedule I hereto (each such lease, including all amendments, supplements and schedules thereto, constituting an Assigned Lease for purposes of the Security Agreement), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due or to become due under any Assigned Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Equipment) and all Proceeds of any thereof (such payments constituting Assigned Lease Proceeds for purposes of the Security Agreement), and otherwise in accordance with the provisions of the Security Agreement.

3. All provisions of the Security Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule I hereto shall be deemed an addition to, and part of, Schedule I to the Security Agreement. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions of the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this 29th day of December, 1994.

ACF INDUSTRIES, INCORPORATED

By: 

Name: Umesh Choksi

Title: Assistant Treasurer

FLEET BANK

By: 

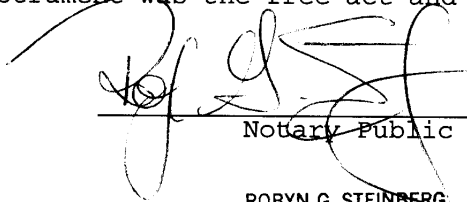
Name: John M. Tuohy

Title: Assistant Vice President

[Signature Page to Supplement No. 4 to Fleet Security Agreement]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 28th day of December, 1994, before me, personally appeared Umesh Choksi, to me known, who being by me duly sworn, says that he resides at St. Louis, Missouri and is Assistant Treasurer of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

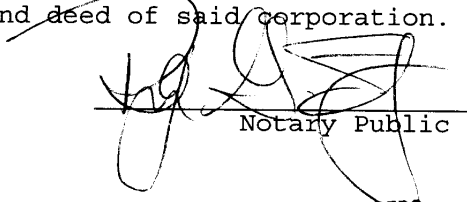


Notary Public

ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 28th day of December, 1994, before me, personally appeared John M. Tuohy, to me known, who being by me duly sworn, says that he resides at New York, New York and is Assistant Vice President of FLEET BANK; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996

SCHEDULE I
(TO SECURITY AGREEMENT)

	EQUIPMENT AND LEASES		
LESSEE	CONTRACT/ RIDER		CAR IDENT
AMERIGAS PROPANE, INC.	5992	ACFX	17009
		ACFX	17042
		ACFX	17105
		ACFX	17109
		ACFX	17142
		ACFX	17153
		ACFX	17157
		ACFX	17176
		ACFX	17177
		ACFX	17178
		ACFX	17195
		ACFX	17199
		ACFX	17266
		ACFX	17441
		ACFX	17749
	6043	ACFX	17000
		ACFX	17013
		ACFX	17022
		ACFX	17026
		ACFX	17086
		ACFX	17120
		ACFX	17121
		ACFX	17144
		ACFX	17152
		ACFX	17181
		ACFX	17185
		ACFX	17186
		ACFX	17262
		ACFX	17369
		ACFX	17499
		ACFX	18584
		ACFX	18848
		ACFX	18979
AMERIGAS PROPANE, INC. BUNGE CORPORATION	5935	ACFX	52197
		ACFX	52336
		ACFX	52568
		ACFX	52936
		ACFX	52948
BUNGE CORPORATION ICI CANADA INC.	52920001	ACFX	86117
		ACFX	86118
		ACFX	86119
		ACFX	86121
		ACFX	86122
		ACFX	86125
		ACFX	86126

SCHEDULE I
(TO SECURITY AGREEMENT)

LESSEE	EQUIPMENT AND LEASES CONTRACT/ RIDER	CAR IDENT
ICI CANADA INC. FARMLAND INDUSTRIES INC	52920003	ACFX 86128
		ACFX 86129
		ACFX 86130
		ACFX 86120
		ACFX 86123
		ACFX 86124
		ACFX 86127
		ACFX 86135
		ACFX 86136
		ACFX 86142
		ACFX 86143
		ACFX 86144
		ACFX 86145
FARMLAND INDUSTRIES INC CHINOOK GROUP	46250031	ACFX 18851
		ACFX 80107
		ACFX 80109
		ACFX 80113
		ACFX 80114
		ACFX 80115
		ACFX 80116
		ACFX 80117
		ACFX 80119
		ACFX 80123
FARMLAND INDUSTRIES INC CHINOOK GROUP	3947	ACFX 80359
		ACFX 80373
		ACFX 80374
		ACFX 80376
		ACFX 80377
CHINOOK GROUP PETROMONT AND COMPANY	4792	ACFX 17209
		ACFX 17214
		ACFX 17217
		ACFX 17517
		ACFX 17527
		ACFX 17628
		ACFX 17659
		ACFX 17660
		ACFX 17760
		ACFX 17767
		ACFX 17769
		ACFX 17771
		ACFX 17816
		ACFX 17818
		ACFX 17823
		ACFX 17826

SCHEDULE I
(TO SECURITY AGREEMENT)

LESSEE	EQUIPMENT AND LEASES CONTRACT/ RIDER	CAR IDENT
		ACFX 17842
		ACFX 17851
		ACFX 17856
		ACFX 17857
		ACFX 17864
		ACFX 17867
		ACFX 17871
		ACFX 17879
PETROMONT AND COMPANY PIONEER CHLOR ALKALI COMP	46990013	ACFX 86247
		ACFX 86248
		ACFX 86249
		ACFX 86250
		ACFX 86251
		ACFX 86252
		ACFX 86253
		ACFX 86254
		ACFX 86255
		ACFX 86256
		ACFX 86258
		ACFX 86259
		ACFX 86260
	46990019	ACFX 86996
PIONEER CHLOR ALKALI COMP HIMONT USA INC	48740017	ACFX 36406
		ACFX 36419
		ACFX 36422
HIMONT USA INC MOBIL OIL CORPORATION	50400056	ACFX 77561
		ACFX 82545
MOBIL OIL CORPORATION ELF ATOCHEM NORTH AMERICA	1835	ACFX 19838
		ACFX 19858
	4007	ACFX 19227
		ACFX 19229
		ACFX 19230
		ACFX 19232
		ACFX 19234
		ACFX 19235
		ACFX 19236
		ACFX 19237
		ACFX 19239
		ACFX 19241
		ACFX 19243
		ACFX 19245
		ACFX 19249
		ACFX 19254

SCHEDULE I
(TO SECURITY AGREEMENT)

LESSEE	EQUIPMENT AND LEASES CONTRACT/ RIDER	CAR IDENT
ELF ATOCHEM NORTH AMERICA GEORGIA-PACIFIC CORP.	7733	ACFX 19257
		ACFX 19259
		ACFX 19260
		ACFX 19262
		ACFX 19377
		ACFX 19384
	9806	ACFX 19417
		ACFX 85333
		ACFX 85334
		ACFX 85335
		ACFX 85337
		ACFX 85018
	8938	ACFX 85037
		ACFX 85056
		ACFX 85374
		ACFX 85376
		ACFX 85377
		ACFX 85379
GEORGIA-PACIFIC CORP. SUN REFINING AND MARKETING	4779	ACFX 85381
		ACFX 85382
		ACFX 85383
		ACFX 86450
		ACFX 86451
		ACFX 86452
	4780	ACFX 86453
		ACFX 86454
		ACFX 85106
		ACFX 85107
SUN REFINING AND MARKETING SUBURBAN PROPANE	4780	ACFX 85108
		ACFX 85109
		ACFX 85110
		ACFX 85019
	5008	ACFX 85029
		ACFX 85035
		ACFX 17588
		ACFX 17589
		ACFX 17617
		ACFX 17657
	5583	ACFX 17040
	5681	ACFX 17510
		ACFX 17536
		ACFX 17543
		ACFX 17565
		ACFX 17573

SCHEDULE I
(TO SECURITY AGREEMENT)

LESSEE	EQUIPMENT AND LEASES CONTRACT/ RIDER	CAR IDENT
		ACFX 17626
		ACFX 17633
	5764	ACFX 17662
		ACFX 16923
		ACFX 16924
		ACFX 17163
		ACFX 17172
		ACFX 17374
		ACFX 17548
		ACFX 17845
	7647	ACFX 17004
	7888	ACFX 17083
		ACFX 17349
		ACFX 17372
		ACFX 17513
		ACFX 17514
		ACFX 17515
		ACFX 17579
		ACFX 17618
		ACFX 17644
		ACFX 17886
		ACFX 18768
		ACFX 18769
	8263	ACFX 17191
		ACFX 17198
		ACFX 17223
		ACFX 17259
		ACFX 17293
		ACFX 17294
		ACFX 18583
	9224	ACFX 17674
	9668	ACFX 18697
SUBURBAN PROPANE ARISTECH CHEMICAL CORP	27530122	ACFX 18751
		ACFX 18802
		ACFX 18835
		ACFX 18845
ARISTECH CHEMICAL CORP THIO-PET CHEMICALS LTD	1488	ACFX 85147
		ACFX 85148
	1684	ACFX 85146
		ACFX 85149
		ACFX 85150
	1785	ACFX 85236
	2227	ACFX 85234
		ACFX 85235
THIO-PET CHEMICALS LTD		

SCHEDULE I
(TO SECURITY AGREEMENT)

LESSEE	EQUIPMENT AND LEASES CONTRACT/ RIDER		CAR IDENT
MARSULEX INC.	0545	ACFX	86203
		ACFX	86204
		ACFX	86205
		ACFX	86206
		ACFX	86207
		ACFX	86208
		ACFX	86209
		ACFX	86210
		ACFX	86211
		ACFX	86212
	5728	ACFX	19233
		ACFX	19273
		ACFX	19274
		ACFX	19279
		ACFX	19409
MARSULEX INC. FERRELLGAS, L. P.	6002	ACFX	17015
		ACFX	17018
		ACFX	17019
		ACFX	17020
		ACFX	17025
FERRELLGAS, L. P. MAGNESIUM CORPORATION OF AMERICA	2472	ACFX	17027
		ACFX	85707
		ACFX	85708
		ACFX	85730
		ACFX	85731
		ACFX	85732
		ACFX	85740
		ACFX	85741
		ACFX	85742
		ACFX	85744
		ACFX	85745
		ACFX	85746
		ACFX	85747
		ACFX	85748
		ACFX	85750
		ACFX	85751
		ACFX	85753
MAGNESIUM CORPORATION OF AMERICA WESTLAKE MONOMERS CORP	58720002	ACFX	18739
		ACFX	18741
		ACFX	18742
		ACFX	18743
		ACFX	80193
		ACFX	80199
		ACFX	80200

SCHEDULE I
(TO SECURITY AGREEMENT)

LESSEE	EQUIPMENT AND LEASES CONTRACT/ RIDER	CAR IDENT
		ACFX 80202
		ACFX 80205
		ACFX 80214
		ACFX 80215
		ACFX 80217
		ACFX 80219
		ACFX 80288
		ACFX 80296
		ACFX 80297
		ACFX 80298
		ACFX 80300
		ACFX 80302
		ACFX 80357
		ACFX 80365
		ACFX 80366
		ACFX 80367
		ACFX 80368
		ACFX 80370
		ACFX 80372
		ACFX 80387
		ACFX 80405
		ACFX 80411
		ACFX 80413
		ACFX 80414
		ACFX 80415
		ACFX 80418
		ACFX 80419
		ACFX 80420
		ACFX 80425
		ACFX 80435
		ACFX 80436
		ACFX 80437
		ACFX 80459
		ACFX 80465
		ACFX 80476
		ACFX 80495
		ACFX 80500

WESTLAKE MONOMERS CORP